

(8217.) TIMARU AND ASHBURTON JOURNALISTS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Timaru Herald Company (Limited), Timaru

Timaru Post Company (Limited), Timaru

Ashburton Mail and Guardian Company (Limited), Ashburton
and

The Christchurch Journalists' Industrial Union of Workers
(hereinafter called “the union”).

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further

that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 1st day of June, 1927, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand this 2nd day of June, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Interpretation.

1. (a.) Journalist: For the purpose of this award a "journalist" is one, other than an editor, who is solely employed on the literary staff of a daily newspaper and who takes his regular and adequate share of the work of the newspaper on which he is employed.

(b.) Cadet: A "cadet" is one who is in training for journalism but who has not had three years' experience. A cadet may at any time be promoted to junior grade.

(c.) Casual reporter: A "casual reporter" shall mean a journalist who is engaged occasionally for reporting work. This definition shall not apply to any one not actually a reporter who is employed to supply a casual report of any kind.

(d.) Temporary reporter: A "temporary reporter" is a journalist other than a casual reporter, who is employed for not less than seven consecutive days and who is not on the permanent staff. His employment, if lasting more than fourteen consecutive days, shall be subject to a week's notice of termination on either side. If he is employed for more than three months continuously he shall be placed on the permanent staff and graded accordingly.

Hours of Work.

2. (a.) The week's work for journalists shall not exceed forty-eight hours' actual work. Working-time shall not include any period during which the worker's time is at his own disposal.

(b.) Time worked in excess of forty-eight hours in any one week shall be overtime, and time off equivalent to the overtime may be allowed during the succeeding week. Overtime not thus worked off during the succeeding week shall be compensated for within twenty-one days from the end of the week in which the overtime has been worked at the rate of one hour and a half for each hour of overtime, or if not paid for in time off within twenty-one days it shall be paid for in cash at the rate of time and a half.

Salaries.

3. (a.) The following shall be the minimum salaries per week to be paid respectively to workers hereinafter specified :—

	Per Week.		
	£	s.	d.
Journalists—			
Grade I	7	5	0
Grade II	6	2	6
Grade III—			
First year	4	0	0
Thereafter	5	0	0
Cadets—			
First year	1	10	0
Second year	2	10	0
Third year	3	5	0

(b.) No deduction shall be made from the weekly salary fixed by this award except for time lost through the worker's sickness or default.

(c.) A casual journalist engaged on the staff shall be paid as follows : Up to four hours' unbroken time in any one day, 12s. 6d. ; over four hours, not exceeding eight hours' unbroken time in any one day, £1 ; over eight hours, at overtime rates.

(d.) A temporary journalist shall be paid the rates prescribed for a Grade I, Grade II, Grade III journalist as agreed upon between the journalist and the employer and notified to the union.

(e.) Any employee who prior to this award coming into force is in receipt of a higher salary than that prescribed herein shall not have such salary reduced.

General Provisions.

4. (a.) The duties of the members of the staff shall be allotted by the employer to suit the convenience of the office, and no exception shall be taken to the class of work allotted to men in different grades.

(b.) In cases where temporary interchange of staff is necessary owing to holiday leave, the employer shall have the right to make such interchange without making any additional payment.

Readers.

5. (a.) Readers solely engaged in reading shall not be paid less than £4 per week for the first year, and £4 10s. per week subsequently (night-work 10 per cent. extra), but shall not be classed as journalists.

(b.) They shall be given one day and night off in each week, and one week's holiday per year after twelve months' service.

Grading of Journalists.

6. (a.) The classification of journalists on daily newspapers shall be as follows:—

	One.	Two.	Staff of Three.	Four.	Five.
Senior journalists	1	1	1	2
General journalists	1	..	1	2	2
Junior journalists	1	1	1	1

Up to three journalists, one cadet; an additional cadet for every three or fraction of three journalists after the first three.

(b.) The foregoing classification shall not operate so as to reduce the grading of any journalist employed at the date of this award by any employer party hereto.

Women Journalists.

7. Women performing the work of journalists shall, for the purpose of the above schedules, be considered as on an equality with men.

Holidays.

8. (a.) Journalists shall be allowed at least one clear day off in seven, and, except during any parliamentary-election campaign in the district of circulation, one half-day off in each week. Work on the day of the half-holiday shall be completed by 1 p.m. in the case of evening papers, and 6 p.m. in the case of morning papers. When desired one clear day may be substituted for two consecutive half-holidays.

(b.) Journalists shall be entitled to two weeks' holiday on full pay each year.

(c.) Reasonable notice shall be given of all holidays. In the case of a full or a half day off, notice shall be given in the duty-book on the day prior to that on which the day or half day is to be given.

Termination of Engagement.

9. One month's notice of the intended termination of the engagement shall be given on either side.

Exemption.

10. Nothing in this award shall apply to a student taking a full course of study, including lectures in practical journalism, at any University college, who may be employed for any period not exceeding three months in the year.

Expenses.

11. Reasonable out-of-pocket expenses, including the cost of meals, when such is incurred through the exigencies of office-work, shall be allowed to journalists. Claims for such expenses shall be rendered within one week of their being incurred.

Preference.

12. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within thirty days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 9d. per week, and only so long as the union shall not be associated in any way with any other industrial union or trade-union, or association of such unions or associations of other workers.

Under-rate Workers.

13. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b.) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c.) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d.) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e.) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Scope of Award.

14. The operation of this award is limited to the parties named herein, and it shall apply only to the parties named herein unless the Court hereafter shall order the same to apply to other parties.

Term of Award.

15. This award in so far as it relates to wages shall be deemed to have come into force on the 1st day of June, 1925, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 1st day of June, 1927.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 2nd day of June, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

This award embodies, without alteration, the recommendations of the Conciliation Council, which the parties agreed to accept.

[L.S.]

F. V. FRAZER, Judge.
